



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1612 of 2024
Date of filing:	18.10.2024
First date of hearing:	20.01.2025
Date of decision:	21.09.2026

Secma Patney and Rajyesh Kumar Patni

R/o C 16, Omaxe Green Valley, Sector 41 and 42,

Faridabad, NIIPC Colony,

Faridabad, Haryana- 121010

.....COMPLAINANT

Versus

M/s Godrej Properties Limited

3rd Floor UM House, Sector-22, Gurugram.

...RESPONDENT(S)

Present: - Adc. Brigu Dhami, counsel for the complainant through VC.

Adv. Shaurya Chourasiya, counsel for the respondent through VC.

ORDER: (NADIM AKHTAR –MEMBER)

1. Present complaint has been filed on 18.10.2025 by the complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Godrej Retreat Symphony, Sector-83, Faridabad.
2.	RERA Registered/not registered	Registered HARERA-PKL-FBD-215-2020
3.	Details of allotted unit.	C-30, admeasuring 91 sq. mts.
4.	Date of Application	12.02.2022
5.	Buyer Agreement	24.02.2022
6.	Possession Clause	Clause 8.1 Schedule for possession of the said Plot: The Promoter agrees and understands



		that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, shall offer possession of the Plot on or before 30.09.2022 ("Completion Date"), or such further date as may be extended by RERA unless there is delay or failure (i) due to war, flood, draught, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature affecting the regular development of the real estate project or (ii) for reasons beyond the control of the Promoter; or (iii) any notice, order, rule, notification Majeure" of the Government and / or other public competent authority / court.
7.	Deemed date of possession	30.09.2022
8.	Total Sale Consideration	₹79,20,114.66/-
9.	Amount paid by the complainant	₹18,98,402/-

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:

3. That the respondent launched its project "Godrej Retreat Symphony" situated at Village Kheri Khurd, Sector-83, Tehsil & District Faridabad, Haryana, under the "Deen Dayal Jan Awas Yojna", and the said project stands registered with this Hon'ble Authority vide Registration No. HIRERA-PKI.-FBD-215-2020 dated 08.10.2020.
4. That the complainants booked Plot bearing no. GPR A-C30 vide application form dated 12.02.2022 and paid a sum of Rs. 5,00,000/-



towards sale consideration, against which the respondent issued receipt dated 23.02.2022.

5. That an agreement for sale dated 24.02.2022 was executed between the parties for the subject plot admeasuring 91 sq. mtrs., with the total sale consideration fixed at Rs. 79,20,114.66/- and possession was to be handed over by 30.09.2022, in terms of the payment plan at Schedule-V of the Agreement.
6. That the complainants made further payments of Rs. 11,06,390/- and Rs. 2,92,012/- vide receipts dated 27.03.2022 and 20.04.2022 respectively, taking the total payment made towards the plot to Rs. 18,98,402/-, i.e., approximately 24% of the total sale consideration.
7. That on account of temporary financial hardship faced by the complainants owing to delayed receipts from their business "Darpan Productions", the complainants repeatedly approached the respondent seeking extension of time for payment of the balance consideration, despite which the respondent continued issuing demand letters dated 02.09.2022 and 29.09.2022.
8. That the respondent, without any justification and despite the complainants' continuous requests for extension, issued a possession notice dated 30.09.2022 followed by an arbitrary and mala fide



termination Letter dated 14.10.2022, purporting to deduct an unauthorised and unexplained sum of Rs. 9,16,889.28/- as "termination charges".

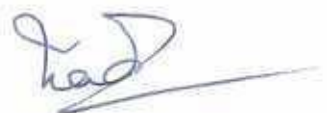
9. That the said termination was itself rendered infructuous/withdrawn by the conduct of the Respondent, inasmuch as it subsequently issued a fresh demand letter dated 27.12.2022 for the very same plot, thereby acknowledging the subsistence of the allotment; the respondent cannot now be permitted to rely upon a termination letter that it had itself has bypassed.
10. That despite the complainants' bona fide intimation vide e-mail dated 22.11.2022 expressing readiness to clear all outstanding dues by 15.12.2022, the respondent continued to send threatening communications dated 29.10.2022 and 10.07.2024, arbitrarily seeking illegal and exorbitant deductions of Rs. 12,02,095.37/- and Rs. 12,41,166/- respectively, contrary to the terms of the Agreement for Sale.
11. That the respondent's stand, vide e-mail dated 09.02.2023, that brokerage charges are non-refundable on the ground of involvement of a broker, is false and frivolous, as the complainants never engaged any broker and had dealt directly with the respondent's office/staff during the booking process, as is evident from the complainants' e-mails dated 18.10.2022 and 15.02.2023.



12. That the complainants, having arranged the requisite funds by June 2023, approached the respondent and expressed their unequivocal willingness to clear the balance sale consideration and take possession of the plot; however, the staff of the respondent refused to accept the balance amount and instead threatened further illegal deductions.
14. That the complainants have at all material times, been ready and willing to perform their part of the obligations under the Agreement for Sale and have reiterated the same vide e-mail dated 14.09.2024, expressing their intention to continue with the booking and to clear the balance consideration. However, the Respondent has neither accepted the balance payment nor refunded the amount already deposited and has thereby wrongfully and unjustly enriched itself at the cost of the Complainants.
15. That in view of the aforesaid, it was prayed that this Hon'ble Authority be pleased to allow the present complaint and direct the respondent to accept the balance sale consideration from the complainants and hand over possession of the subject plot in a timely manner, along with such other reliefs as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

C. RELIEFS SOUGHT-

16. That the complainant seek following relief and directions to the respondents:-



- (i) Direct the respondent to handover possession of plot No. C-30, in its project "Godrej Retreat Symphony" after providing all amenities as promised in the brochure;
- (ii) Set aside the alleged termination letter dated 14.10.2022 as the respondent itself had issued a fresh demand for the subject plot thereafter;
- (iii) Direct the respondent to pay delay penalty compensation on the amount deposited till the valid handover of possession of the said Plot;
- (iv) Impose penalties on the respondent for fraudulent and unethical practices, including false claims about brokerage involvement.
- (v) Any other relief which this Hon'ble Authority deem fit and appropriate in view of the facts and circumstances of this

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT ON
29.09.2025**

17. That the present complaint is wholly misconceived, erroneous and unjustified, and has been filed to mislead this Hon'ble Authority. The respondent denied each and every allegation and averment made in the complaint, save and except what was specifically admitted. The Project "Godrej Retreat Symphony" stands registered with this Hon'ble Authority vide Registration No. HARERA-PKL-FBD-215-2020 dated 08.10.2020.



18. That the complaint is liable to be dismissed for want of cause of action, inasmuch as the terms and conditions of the application form and the agreement for sale duly executed by the complainants entitled the respondent to forfeit the booking amount upon termination of the allotment on account of reasons not attributable to the respondent and reliance in this regard was placed on the settled position taken by this Hon'ble Authority permitting forfeiture where the fault is not attributable to the developer.
19. That the complaint is not maintainable for want of locus standi, as the complainants ceased to be "allottees" within the meaning of the Act once the allotment of the subject plot stood legally terminated vide termination letter dated 14.10.2022; the complainants, being themselves defaulters in payment, cannot be permitted to raise grievances regarding the project.
20. That the complaint is further barred by the settled principle "*commodum ex injuria sua nemo habere debet*", i.e., that no person can be allowed to take advantage of their own wrong, the default in payment being attributable solely to the complainants.
21. That the complainants have suppressed and concealed material facts from this Hon'ble Authority, which stood duly highlighted in the body of the reply.
22. That the complainants failed to discharge their payment obligations under the agreement for sale in terms of the opted payment plan selected by



them and it was only on account of such continued default that the allotment came to be terminated on 14.10.2022; the present complaint has been filed as an afterthought and as an abuse of process to seek restoration of possession/allotment despite such default.

23. That all transactions between the parties were undertaken with the free consent of the complainants strictly in terms of the application form and the agreement for sale, which were executed by the complainants after due deliberation and the reliefs claimed in the complaint are accordingly false, frivolous and untenable.

24. That vide application form dated 12.02.2022, the complainants applied for allotment of Plot No. GRPA-C30 for a total sale consideration of Rs. 79,20,114.66/- and paid a booking amount of Rs. 7,92,012/-, pursuant to which the agreement for sale was executed on 24.02.2022.

25. That the respondent raised a demand of ₹11,88,017.10/- vide demand letter dated 11.03.2022, which the complainants paid after a delay of 23 days; the respondent, notwithstanding the delay, extended a rebate of Rs. 81,630/- to the complainants and thereafter issued the allotment letter dated 06.04.2022 setting out the payment plan and pricing details. A further demand of Rs. 19,80,028.67/- raised vide letter dated 12.07.2022 was left unpaid by the complainants.

26. That the respondent raised a subsequent demand of Rs. 19,80,028.67/- dated 07.08.2022, which too went unheeded, pursuant to which reminder



letters dated 13.08.2022 and 28.08.2022 were issued calling upon the complainants to clear the outstanding dues.

27. That despite the aforesaid reminders, no payment was made by the complainants, leaving an amount of ₹39,60,054/- outstanding, on account of which the respondent issued a further reminder Letter dated 02.09.2022, followed by a pre-termination letter/last and final reminder dated 13.09.2022, cautioning the complainants that failure to clear the dues would result in termination of the allotment and forfeiture of the booking amount.

28. That despite the respondent continuing development of the project and raising a further demand letter dated 29.09.2022 for ₹19,80,028.67/-, the complainants failed to make payment, leaving a balance of ₹59,43,032.67/- outstanding (excluding interest on delayed payment); possession of the plot was nonetheless offered to the complainants vide letter dated 30.09.2022, after the respondent had secured the requisite approvals including NOC(s) and Completion Certificate for the Project.

29. That on account of the continued non-payment by the complainants, the respondent lawfully terminated the allotment of the plot vide termination letter dated 14.10.2022, in terms of the agreement for sale and the procedure prescribed under the Act, at which point an outstanding interest of ₹67,664/- (excluding taxes) stood due and payable by the complainants; the respondent thereafter, vide e-mail dated 23.10.2022



and further e-mails dated 14.11.2022 and 17.11.2022, called upon the complainants to execute the cancellation deed.

30. That upon the complainants once again approaching the respondent vide e-mail dated 14.09.2024 expressing their unwillingness to cancel the allotment, the respondent vide e-mail dated 17.09.2024 duly informed the complainants that the allotment stood already terminated and that the refund cheque had been prepared for issuance to the complainants.

31. That in view of the aforesaid facts and circumstances, it was submitted that the complainants, having failed to fulfil their contractual payment obligations and having thereafter raised false and frivolous allegations only after lawful termination of the allotment, do not qualify as "allottees" within the meaning of the Act, and the present complaint, being devoid of merit, is liable to be dismissed.

E. COMPLAINANT'S APPLICATION UNDER SECTION 36 OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2019.

32. Complainants have submitted an application dated 27.10.2025 wherein facts as enumerated in the complaint have been re-iterated and complainants have prayed that :

- (i) Pass an injunction order directing the respondent not to cancel or create any third-party rights on the subject unit, i.e. plot no, C- 30,



project "Godrej Retreat Symphony" till the final disposal of the accompanying Complaint;

- (ii) Allow the present application and prepone the date of hearing from 29/09/2025 to any available early date as per the convenience of this Hon'ble Authority;
- (iii) Pass such other and further Order(s) as this Hon'ble Authority deems fit and appropriate under the facts and circumstances of the present case.

F. REPLY TO APPLICATION FILED BY THE COMPLAINANT UNDER SECTION 36 OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2019 DATED 05.02.2026.

33. Respondent has also reiterated its submissions made in the reply dated 29.09.2025 and also made the following additional submissions-

- Despite completion of the Project in time, the Complainants ignored all the aforesaid demand letters dated 12.03.2022, 02.08.2022, 08.08.2022, 29.09.2022 and 30.09.2022 & reminder letters dated 02.09.2022 and 13.09.2022. That since no payment was forthcoming from the Complainants, the Respondent lawfully terminated allotment of the Plot vide Termination Letter dated 14.10.2022 as per the agreed terms of the agreement as well as the procedure established under the RERA Act.

- At this stage, it is pertinent to mention that third party rights have been created in respect to the Plot in question and the Plot has been allotted to



Mrs. Archana Sharma. Further, the agreement for sale has been executed between the respondent and the new allottee on 07.03.2025. A copy of the agreement for sale executed on 07.03.2025 is annexed and marked as Annexure R-3.

- That the Respondent has already refunded the amount of ₹6,57,235/- in terms of the Agreement for Sale, as agreed upon and accepted by the Complainants. Therefore, the present application is liable to be dismissed on this count alone.

G. APPLICATION ON BEHALF OF THE RESPONDENT FOR BRINGING ON RECORD ADDITIONAL DOCUMENTS.

34. Respondent has submitted some documents that were inadvertently omitted while filing reply through application dated 05.02.2026. Demand letters dated 12.03.2022, 02.08.2022, 08.08.2022 and 30.09.2022, Invoice dated 11.03.2022, 12.07.2022, 07.08.2022 and 29.09.2022, copy of Agreement for sale dated 07.03.2025 executed with Mrs. Archana Sharma(New allottee) and copy of completion certificate dated 20.01.2022 have been submitted by the respondent.

H. WRITTEN SUBMISSIONS ON BEHALF OF RESPONDENT.

35. The Respondent submits that the complaint is misconceived, an abuse of process, and liable to be dismissed with no relief to the Complainants. It is further submitted:



- (i) The application form and agreement for sale entitled the respondent to terminate the allotment and forfeit the booking amount where termination was not attributable to the respondent (Clauses 10.3.1 and 10.3.2), and no subsisting claim survives in the complainants' favour.
- (ii) The project was completed within the stipulated timeline, requisite NOCs and the Completion Certificate were obtained, and a possession intimation letter was issued. The complainants failed to clear outstanding dues despite repeated demand notices, reminder letters, interest letters and a pre-termination notice, resulting in lawful termination on 14.10.2022 in accordance with the AFS and RERA Act/Rules.
- (iii) The letter dated 27.12.2022 was system-generated through an automated workflow and did not reflect any conscious decision to withdraw the termination; all subsequent communications reaffirmed that the allotment stood terminated.
- (iv) ₹6,57,235/- was refunded to the complainants on 13.08.2024 after lawful deductions under the agreement for sale, evidenced by the systems, applications, and products transaction record (Annexure R-16); transaction receipts are stated to be forthcoming. Third-party rights have since been created in the Plot.



(v) The application form (Page 26 of the complaint / Page 24 of the Reply) records the channel partner/broker particulars, rebutting the complainants' claim of no broker involvement and justifying the brokerage deduction. Reliance placed on *S.P. Chengalvaraya Naidu v. Jagannath*, (1994) 1 SCC 11, for dismissal on this ground alone.

(vi) Invoking the Forfeiture of Earnest Money Regulations, 2018, the Respondent claims entitlement to forfeit the Booking Amount, relying on: *Shree Hanuman Cotton Mills v. Tata Aircraft Ltd.*, (1969) 3 SCC 552, *Satish Batra v. Sudhir Rawal*, (2013) 1 SCC 345, *Kavita Sikka v. Oasis Landmark LLP & Anr.*, 2017 SCC Online NCDRC 1641, *DLF Ltd. v. Bhagwanti Narula*, 2015 SCC Online NCDRC 1613, *DLF Southern Town Pvt. Ltd. v. Dipu C. Seminal*, 2013 SCC OnLine NCDRC 1

I. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANTS AND RESPONDENT.

36. Learned counsel for the complainants submitted that the complainants had booked two plots, bearing Nos. C-29 and C-30, in the respondent's project and that the present complaint pertains only to Plot No. C-30. It was submitted that the Builder Buyer Agreement was executed on 24.02.2022, where under the total sale consideration of the said plot was



₹79,20,114.22, against which the complainants had paid a sum of ₹18,98,402/-.

It was further contended that owing to certain financial constraints, the complainants sought extension of time from the respondent for payment of the outstanding instalments. However, the respondent terminated the allotment of the said plot vide letter dated 14.10.2022. Thereafter, the complainants addressed an email dated 22.11.2022 requesting the respondent to grant further time for clearing the outstanding dues. In response, the respondent issued an email dated 27.12.2022, wherein it referred to the levy of penal interest and called upon the complainants to clear the outstanding amount.

Learned counsel argued that once the respondent, even after issuing the termination letter dated 14.10.2022, called upon the complainants vide email dated 27.12.2022 to make payment of the outstanding dues along with penal interest, the respondent had, by its own conduct, treated the allotment as subsisting. It was, therefore, contended that the subsequent communication superseded the earlier termination and rendered the termination ineffective. It was further submitted that the complainants repeatedly approached the respondent expressing his willingness to make the outstanding payment and obtain possession of the allotted plot, but was informed that the allotment had already been terminated.



Learned counsel for the complainants also placed reliance upon various provisions of the Builder Buyer Agreement, particularly:

- (i) Clause 2.3.1, which provides that the total sale consideration includes the booking amount paid by the allottee, the booking amount being equivalent to 10% of the total sale price;
- (ii) Clause 2.11, which stipulates the consequences, including levy of penal interest, in the event of delay in payment by the allottee; and
- (iii) Clause 5.2.2, which governs cancellation and termination of the allotment.

That despite the alleged termination, the respondent has not refunded any amount to the complainant till date. Learned counsel also drew attention to the respondent's email dated 10.07.2024 (annexed at page 105 of the complaint), wherein the respondent had furnished a computation of the amount proposed to be refunded. It was argued that the said computation reflects several impermissible deductions, including GST on interest, brokerage along with GST, GST on the forfeited amount, and other deductions which, according to the complainant, are contrary to law. In conclusion, learned counsel submitted that the respondent's email dated 27.12.2022 clearly demonstrates that the respondent had waived or abandoned the earlier termination. The complainants expressed their readiness and willingness to pay the balance sale consideration together with applicable penal interest, if any, and



sought possession of the allotted plot in terms of the Builder Buyer Agreement.

37. Learned counsel for the respondent submitted that the complainants had booked two plots in the respondent's project. It was contended that while the consideration in respect of one of the plots had been duly paid, the complainants committed persistent defaults in making payments towards Plot No. C-30, which is the subject matter of the present complaint. It was submitted that the application form was executed on 12.02.2022 and the total sale consideration of the said plot was approximately ₹80,00,000/-, against which the complainants paid a sum of ₹18,89,402/-.

Learned counsel further submitted that the first demand of ₹11,88,017.10/- raised vide demand letter dated 13.03.2022, was paid by the complainant after a delay of 23 days. Thereafter, further demand letters were issued in the months of July and August 2022 which were not paid by the complainants in due time. It was submitted that despite repeated reminders dated 13.08.2022, 28.08.2022, and 02.09.2022, the complainants failed to clear the outstanding dues. Consequently, a pre-cancellation notice dated 13.09.2022 was issued, followed by an offer of possession dated 30.09.2022. Since the complainants failed to comply with the payment obligations despite the aforesaid opportunities, the allotment was ultimately terminated vide letter dated 14.10.2022.



With regard to the complainant's reliance upon the demand email dated 27.12.2022, learned counsel submitted that the said communication did not have the effect of restoring the allotment, as it was merely a computer-generated demand issued by the respondent's automated system and did not amount to any conscious decision to revoke or withdraw the termination. It was further submitted that, subsequent to the termination, third-party rights have been created in respect of the said plot by virtue of an Agreement to Sell dated 07.03.2025. It was, therefore, argued that restoration of the allotment at this stage would seriously prejudice the rights of the subsequent purchaser. Learned counsel further submitted that a sum of ₹6,57,235/- has already been refunded to the complainants.

38. In rebuttal, learned counsel for the complainants submitted that the respondent's contention that the demand email dated 27.12.2022 was merely a computer-generated communication deserves to be rejected. It was argued that by the same reasoning, even the termination letter could be presumed to have been computer-generated. Learned counsel submitted that such a plea cannot be accepted as a valid explanation to deny the legal effect of the subsequent demand raised by the respondent after issuance of the termination letter.

39. Learned counsel for the respondent also invited the attention of this Authority to page 103 of the reply, wherein an email dated 17.09.2024 has been annexed, indicating that the respondent had requested the



complainants to collect the refund cheque at the earliest. He also mentioned that out of the total paid amount of ₹18,98,402/- by the complainants refund of an amount of ₹7,92,012/- was made after deduction of brokerage and other charges. He further submitted that although the complainants have averred in the complaint that no broker was involved in the transaction between the parties, the details of the broker have been specifically disclosed at page 24 of the respondent's reply. With respect to the demand letter dated 14.10.2022, learned counsel for the respondent submitted that the same had been inadvertently generated by the respondent's computer system and that upon revocation of the termination effected vide letter dated 14.10.2022, the respondent ought to have issued a formal letter revoking the said termination. In support of his submissions, learned counsel also referred to page 106 of the complaint, containing an email dated 10.07.2024, wherein it was communicated to the complainants that their unit stood terminated and the computation of the refundable amount was furnished.

40. Today, Id. Counsel appearing for the complainants reiterated his earlier submissions with regard to the termination letter, contending that the same stood superseded by the subsequent demand letter issued by the respondent on 27.12.2022. He further submitted that, despite the complainants having expressed their willingness to pay the entire outstanding amount along with applicable interest, the respondent chose



not to offer the plot to the complainants during the pendency of the transaction and even at the time when the present complaint was instituted in the year 2024. It was submitted that, instead, the respondent proceeded to create third-party rights in respect of the subject plot in the year 2025. I.d. Counsel for the complainants further submitted that the respondent has failed to place on record satisfactory proof evidencing the alleged refund of the amount paid by the complainants. He contended that even if it is assumed that the termination of the allotment was otherwise valid the deductions made by the respondent from the amount deposited by the complainants are unlawful and have not been justified by any contractual or legal basis. In rebuttal, I.d. counsel appearing for the respondent submitted that the allotment of the subject plot had already been validly terminated and that the deductions made from the amount deposited by the complainants were towards permissible charges, including taxes, brokerage and other applicable dues. With regard to the refund, he submitted that the amount payable to the complainants had already been duly refunded and, therefore, no further amount remains payable by the respondent to the complainants.

G. ISSUES FOR ADJUDICATION

41. Whether the complainants are entitled to get possession of booked plot along with delay interest in terms of Section 18 of RERA, Act of 2016?

II. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

42. Authority has heard learned counsel for the parties at considerable length and has given consideration to the rival contentions urged on either side, as also to the documents placed on the record. The material facts, insofar as they are not in dispute, may first be noticed. The complainants booked Plot No. C-30, admeasuring 91 sq. mts., in the respondent's project "Godrej Retreat Symphony," Sector 83, Faridabad. A Builder Buyer Agreement came to be executed between the parties on 24.02.2022, whereunder the deemed date of possession, in terms of Clause 8.1 thereof, stood fixed at 30.09.2022. Against a total sale consideration of ₹79,20,114.66, a sum of ₹18,98,402 alone stands paid by the complainant till date.

43. It is the case of the complainants that on account of a temporary insufficiency of funds, they had sought some accommodation of time from the respondent for payment of the balance sale consideration. Instead of granting such time, the respondent issued a possession letter dated 30.09.2022, followed shortly thereafter by a letter of termination dated 14.10.2022. The complainants avers that they arranged the requisite funds by the year 2023, but the respondent declined to accept the balance amount. It is further urged that notwithstanding the termination letter dated 14.10.2022, the complainants were called upon, by an e-mail dated 27.12.2022, to remit the outstanding dues together with penal interest;



that this subsequent demand is inconsistent with and could only have been issued on the premise of a subsisting allotment; and that the respondent, by its own conduct, treated the allotment as alive. As a result the earlier termination stood superseded. The complainants states that they repeatedly approached the respondent expressing their readiness and willingness to clear the outstanding dues and to take possession, but were informed on each occasion that the allotment already stood terminated.

44. Per contra, the respondent submits that the complainants committed persistent default in payment of instalments, consequent where to the allotment was terminated strictly in accordance with the terms and conditions of the Builder Buyer Agreement. As regards the e-mail dated 27.12.2022, it is the respondent's case that the said communication was a system-generated demand, triggered automatically, and did not emanate from any conscious application of mind on the part of the respondent to revoke or withdraw the termination already effected. It could not, therefore, have had the effect of reviving a concluded termination. It is further submitted that subsequent to the termination, third-party rights have intervened by virtue of an Agreement to Sell dated 07.03.2025 executed in respect of the very plot in question and that any restoration of the allotment at this belated stage would seriously and irreversibly prejudice the rights of the subsequent purchaser, who is not before us and



who has proceeded to deal with the property on the faith of the termination.

45. Authority has considered the aforesaid rival submissions in light of the record. It stands established that the Builder Buyer Agreement was executed on 24.02.2022, with the deemed date of possession being 30.09.2022. The respondent, having obtained the completion certificate on 20.01.2022, offered possession of the plot to the complainant on 30.09.2022. The record further discloses that demands for payment were raised by the respondent on 12.07.2022 and 07.08.2022, followed by reminders dated 13.08.2022 and 28.08.2022; that a further reminder came to be issued on 02.09.2022 calling upon the complainants to pay a sum of ₹39,60,054/-; and that a final reminder followed on 13.09.2022. A subsequent demand dated 29.09.2022 was raised for ₹19,80,028.67/- by which date the aggregate amount payable by the complainant stood at ₹59,43,032.67/-. It is not in dispute that no payment whatsoever was tendered by the complainant against any of the aforementioned demands. It was only after this sustained default that the respondent issued the possession letter dated 30.09.2022 and upon continued non-payment, the letter of cancellation dated 14.10.2022. Authority is accordingly, satisfied that the respondent duly performed its contractual obligation by offering valid possession on 30.09.2022, consequent upon receipt of the completion certificate, and that the termination effected on 14.10.2022



followed upon a clear and sustained default on the part of the complainant.

Turning to the e-mail dated 27.12.2022, Authority is unable to accept the contention that it had the effect of superseding the earlier termination or rendering it ineffective, more so when it is not disputed that no payment and no responsive communication of substance, was made or addressed by the complainants even after receipt of that e-mail. A solitary system-generated demand cannot, without more, be read as a conscious revocation of a termination already effected, particularly where the conduct of the complainants themselves, in the period following such e-mail, discloses no corresponding step towards discharge of the outstanding liability. Authority also observe that, under Section 19(10) of the Real Estate (Regulation and Development) Act, 2016, an allottee is required to take possession of the allotted unit within a period of two months from the date of issuance of the occupancy/completion certificate. In the present case, the complainant's allotment came to be terminated as far back as in October, 2022. Even proceeding on the complainant's own case that the termination was not valid, it remains wholly unexplained as to what impeded the complainants from approaching this Authority at the earliest, the complaint having come to be instituted only in October, 2024 i.e. nearly two years after the impugned termination. Such inordinate and



unexplained delay does not inspire confidence in the bona fides of the claim now sought to be agitated.

46. For the reasons stated above, Authority finds no merit in the claim of the complainants and the same is accordingly rejected.

47. Hence, the complaint is accordingly **disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.



.....
NADIM AKHTAR
[MEMBER]